(1)

Supreme Court, U.S.
FILED
081563 JUN 18 2009
OFFICE OF THE CLERK

No. _____

In The
Supreme Court of the United States

HERMAN ASTER, Petitioner,

vs.

ZDENKA ASTER, *Respondent.*

On Petition For Writ Of Certiorari
To The Court Of Appeal
For The State Of California Sixth Appellate District.

PETITION FOR WRIT OF CERTIORARI

The Petitioner
HERMAN ASTER,
2167 Riordan Drive
San Jose, California, 95130
Telephone (408) 378-1457

QUESTION PRESENTED FOR REVIEW

In question is power of the Court of Appeal to affirm one party's claim from Judgment of Dissolution of Marriage by violating the other party claim from the very same judgment.

THE PARTIES ARE

Petitioner Herman Aster

Respondent Zdenka Aster represented by
attorney Dolly Ares, BN 87786,
514 Monterey Street, Hollister, CA 95023.
Phone: 831-637-6775, Fax 831-637-6779
and attorney Lino V. Martire, BN 169639,
60 South Market Street, San Jose, CA 95113.

Supreme Court of California
350 McAllister Street, San Francisco, CA 94102

Court of Appeal
333 West Santa Clara Street, San Jose, CA 95113

Superior Court, Family Division
170 Park Center Plaza, San Jose, CA 95113

PETITION FOR WRIT OF CERTIORARI

Petitioner Herman Aster respectfully petitions for a writ of certiorari to review the appellate opinion's Disposition on post-judgment Order.

CITATIONS OF ORDERS AND OPINIONS

	Date	App. Page
Denials, orders and opinions filed in the case:		
1-99-FL086124 in Superior Court, Judgment of Dissolution	01/09/2001	1
H032641 in Court of Appeals, Opinion	01/13/2008	6
S170496 in Supreme Court of California Petition for Review denied	03/25/2009	15

STATEMENT ON BASIS FOR JURISDICTION

In Court of Appeal
Appellate opinion filed January 13, 2008.
In Supreme Court of California
Petition for Review denied March 25, 2009

CONSTITUTIONAL PROVISION

The Constitution of the United StatesAmendment V: No person shall be ... deprived of ...property without due process of law

STATEMENT OF THE CASE

This appeal is in defense of petitioner's right to keep his part of assets awarded to him in Judgment of Dissolution. (Appendix page 1-6) including to keep his home.

At the core of fallacy of Appellate Opinion is court's statement: "Herman still did not pay what he owed Zdenka, which by late 2007 had increased to more than $700,000". (App. pg. 7) In fact, by 2007 all existing assets were already divided and Zdenka benefited by $700,000 as shown in unopposed Opening Brief. (App. pg. 19) It was Zdenka, unhappy with her spoil, to draw the *amended* Order and harasses Herman for more. (App. pg. 8)

To document unfairness of Appellate Opinion here is listed a few salient points:

Footnote (3) "Zdenka's counsel states that they are in their eighties." (App. pg. 12) Nowhere in appellate record such a statement could be found. It suggests interference of

respondent's attorney in compilation of Opinion and so explains its hostility and bias.

Already misinterpreted argument of Judgment (18) Premarital Contract (App. pg. 5) clarified in Opening Brief (App. pg. 19) is again dismissed in Opinion (App. pg. 9) on the ground that it is only a contract with the Catholic Church and the obligations of marriage in church would be in need of legal analysis anyway. This is as well Zdenka's favored theme repeated in litigation of last ten years.

Any allegation of frivolity of this appeal is to be seen in light of statement: "If Herman were to be given notice of request, he would "file an appeal of any new order and thus frustrate collection efforts." " (App. pg. 8) Indeed, Herman did file this "frivolous" appeal and, with some luck, is not yet homeless.

Statement "In this entire brief there is not a single statement that even hints at a cognizable issue on appeal." (App. pg. 10) speaks for itself.

Un-explicably, the Court entirely overlooked appellant's (unopposed) Oral Argument (App. Pg. 20-23) clarifying possible ambiguities of Opening Brief, no relevant questions asked.

REASONS FOR GRANTING THE WRIT

The reason for granting this petition is to stop evident violation of due process of law as granted in constitutional Amendment V and specifically, stop confiscation of petitioner's half of assets after division mandated in Judgment of Dissolution is completed.

IN CONCLUSION

The Appellate Court departed from accepted and usual course of judicial proceedings in issuing of Appellate Opinion as to call for an exercise of this Court's Supervisory power.

For foregoing reason, the petition for writ of certiorari should be granted.

Respectfully submitted,

Herman Aster

Petitioner

JUDGMENT OF DISSOLUTION

Trial Court:	Superior Court of California Santa Clara County, Dpt. 75
Case:	1-99-FL086124
Trial Judge:	Honorable Jamie Jacobs-May
Filed:	January 9, 2001

Marriage of Aster, Case No. 1-99-FL086124

1. Both parties waive their right to receive spousal support, and the Court's jurisdiction to award support to either party is hereby terminated.

2. Each party shall pay his or her own attorney fees and costs through date of trial.

3. Respondent shall reimburse Petitioner for one-half of sum of $475.00, representing the appraisal fee of Gene Hubbard.

4. The IRA/AARP account in Respondent's name in the approximate amount of $62,515 is awarded to Respondent as his sole and separate property.

5. The IRA/AARP account in Petitioner's name in the approximate amount of $62,521 is awarded to Petitioner as her sole and separate property.

6. Elizabeth Strassen shall be retained by the parties to prepare Qualified Domestic Relation Orders (QDROs) on the following accounts and each party shall pay one-half of the cost thereof:

a. 401K account with Franklin in Respondent's name in the approximate amount of $134,877.

b. 401K account with UBS in Respondent's name in approximate amount of $92,604.

c. 401K account with Putnam in Petitioner's name. The amount at the date of separation with accrued interest shall be divided and Petitioner shall be awarded her separate property interest representing any contributions plus interest made since date of separation to the date of division.

7. The real property located at 2167 Riordan Drive, San Jose, California shall be awarded to Respondent as his sole and separate property. Respondent shall pay to Petitioner one-half of the sum of $467,000, which is the agreed upon value of the property.

8. Rental Value: Respondent shall pay to Petitioner the sum of $11,450, representing one-half of the rental value of real property since date of separation to the date of trial.

9. The Respondent presented evidence regarding two annuities consisting of Zurich Life Insurance Company policy nos. 7,262.019 and 7,299.583. Respondent presented evidence to support his position that the value of the annuities was significant and almost equal to the value of the death benefit. After testimony, the Court made the following tentative ruling: The annuities are community property. The Court disagrees with the evidence presented by the Respondent and makes the following tentative ruling: The annuities shall be cashed in or the parties shall share the annuity benefits on an ongoing basis. If the Petitioner dies, the Respondent is entitled to full amount of the benefits. If the respondent dies , the Petitioner is entitled to full amount of the benefits. After the tentative ruling, the Respondent indicated to the Court that he wished to keep both annuities and that he would pay Petitioner her interest in the annuities. ~~The parties then entered into the following stipulation on record~~: H.A.

Respondent is awarded any and all benefits from said annuities during his lifetime. Said annuities are in Respondent's name and

Respondent shall not change any of the terms of said policies including, but not limited to, the death benefit portion of the policies. Respondent shall pay to Petitioner as and for her interest in said policies the sum of $172,500.

10. Bank accounts:

a. The Wells Fargo checking account No. 0572-202397 in approximate amount of $18.887, as well as First Albany Bank account No. 1237-0141 in approximate amount of $30,771 shall be divided equally between the parties.
b. The Downey Bank account no. 3996013300 and Citibank account no. 40008550531 have been previously divided between the parties.
c. The Valley Credit Union account no.0000026968 in the amount of $628.25 shall be equally divided between the parties.

11. Security Accounts: The following security accounts shall be
divided in kind between the parties:

a. BP/PB account, consisting of 3,000 shares, approximate value: $43,687.
b. Bristol Myers account Consisting of 1600 shares, approximate value of $85,800
c. IBM account no. 88550 and 90115 consisting of 1,608 shares, approximate value $201,402.
d. Exxon Mobil account consisting of 400 shares, approximate value $35,850.
e. Phillip Morris account consisting of 1,800 shares, approximate value $48,037.

f. Paine Webber account, consisting of 3200 shares of HB and 3200 shares of PSCO, with an approximate value of $145,453.

12. Swiss accounts: Petitioner presented evidence regarding Swiss accounts consisting of investment accounts PO280671.0,
PO280671.1, as well as an investment account. Petitioner alleged that on June 25, approximately one month prior separation, the investment account contained net asset of 136631 Swiss francs. Approximately one month after separation, the investment account was depleted. Respondent alleged that said funds had been used to purchase the second annuity or that he had no knowledge of what happened to the funds. The Court found that Petitioner had the burden of proving misappropriation of the funds by the Respondent and that Petitioner failed to carry her burden of proof. The Court did not preclude any remedies under Family Code Section 2120 et seq. which might be available to Petitioner subject to the statute of limitations therein.

13. The IBM pension is awarded to Respondent as his sole and separate property.

14. The parties agree that there was a South Africa checking account No. 001513753 and Escom bond R200,000. The parties entered into a Stipulation as follows: Respondent set value of said account in the amount of $5,000. Petitioner agreed to pay to Respondent the sum of $5,000, representing any and all interest that Respondent may have in the South Africa investment account. The South African account of R200,000 shall be awarded to Petitioner as her sole and separate property. Respondent shall do everything necessary to transfer said account to Petitioner's name.

15. The parties had an investment consisting of 100 gold Kruggerands. Respondent shall deliver to Petitioner one-half of said Kruggerands.

16. Petitioner is awarded the 1993 Honda Civic at the agreed upon value of $4,000; Respondent is awarded the 1987 Honda Civic at agreed upon value of $500.00.

17. House hold Furniture & Furnishings: Respondent agreed to return to Petitioner the following: Main bedroom: one picture by the door and one alarm clock; Zdenka's room: Sewing machine and pictures which were wife's separate property; Sunroom: one-half of ornamental plates; Living room: One floor lamp, one wall clock from Africa, two pictures above couch, three ornamental plates, one-half of African and Czech ornaments, books and dictionaries, one-half of the audio and video tapes; Dining room: one picture above cabinet, four pieces of crystal; Kitchen: one clock radio, in house grille.
The parties have divided the family photo albums and Respondent has returned to Petitioner the family tree book. Respondent shall pay to Petitioner the sum of $1,000 as an agreed upon amount. All other household furniture and furnishing are awarded to Respondent as his sole and separate property.

18. Premarital Contract: Respondent presented evidence to the Court regarding an alleged premarital contract which he alleged was breached by the Petitioner and that he was therefore entitled to damages. Petitioner alleged that there was no premarital contract and that the alleged contract was in fact an agreement with the Catholic Church. After evidence was submitted, the Court ruled that the Respondent had no right to money damages for breach of the marriage contract.

19. IBM stock: Respondent alleged that IBM stock accounts 88550 and 90115 were his separate property. After evidence was presented, the Court ruled that said accounts were quasi-community property and were to be divided equally.

20. The equalizing payment payable by Respondent to Petitioner is payable forthwith and earns interest at the legal rate 10% as of date of trial, October 4, 2000.

DATED: 12/11/00 "s/ Justice May"
JUDGE OF THE SUPERIOR COURT

Marriage of Aster Judgment of dissolution

APPELLATE OPINION

NOT TO BE PUBLISHED FILED Jan 13 2008

IN THE COURT OF APPEAL OT THE STATE OF CALIFORNIA SIXTH APPELLATE DISTRICT

In re Marriage of ZDENKA and HERMAN ASTER ZDENKA ASTER Respondent, HERMAN ASTER Appellant.

H032641
(Santa Clara County Super. Ct. No. FL086124)

This is Herman Aster's fourth appeal from family court orders dissolving his marriage to Zdenka Aster and dividing

the parties' property. In the first appeal (H022230), Herman attempted to challenge the December 2000 termination of marital status as well as the subsequent division of property. Finding no properly presented cognizable issues, we affirmed the order dividing the property. In the second appeal (H027461), he unsuccessfully contested an April 20, 2004 order requiring him to pay Zdenka $576,752.79, the amount that had remained unpaid (plus interest) since the property division.. In the April 2004 order the family court added that if Herman did not pay the sum he owed within 30 days, then the parties' San Jose house "shall be sold" in order to satisfy the judgment. In August 2004, the court ordered Herman to cooperate in the division of stock certificates and securities accounts. Again we affirmed (H027866), finding "no legally or factually supported ground" for concluding that Herman was the victim of attempted extortion by Zdenka, "conspiracy" by the attorneys involved in the case, or "persecution" of him by the family court.

Herman still did not pay what he owed Zdenka, which by late 2007 had increased to more than $700,000. On November 14, 2007, Zdenka requested an ex parte order for the sale of the

house as set forth in the April 2004 order. An *ex parte* order was necessary, her attorney explained, because the sale had already been ordered in April 2004 and Herman had exhausted all of his appeals. (1) If Herman were to be given notice of the request, he would "file an appeal of any new order and thus frustrate collection efforts." Zdenka's application characterized the requested relief as only an *amendment* of the April 2004 order, but with language conforming to the specific wording required by the sheriff.

The court granted Zdenka's request and filed the amended order that day, November 14, 2007. The court specifically "upheld" the April 20, 2004 order and issued a Writ of Sale Of Real Property for the parties' house. The court ordered the county sheriff to sell the property immediately, subject only to Herman's homestead exemption of $150,000.

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(1) Following this court's affirmance of that order in H027461, Herman petitioned for review in the United States Supreme Court, which denied review and then denied rehearing. The High Court also denied review following our affirmance of the 2001 judgment (H022230) and the August 2004 order (H027866).

Discussion

Herman's brief in this appeal consists of two and one-half-pages listing factual allegations without proper references to the record. The events to which he refers relate to previous orders including the division of assets; that order in particular, he asserts, was violated by Zdenka's "fraud" and her "conspiracy" with a New York bank custodian, the subject of a separate superior court action, After accusing Zdenka of extortion and calling her a "ruthless predator" and a "Communist parasite," Herman finally mentions the order from which this appeal is taken. No argument germane to that order follows, however. He merely asserts that the parties have a premarital contract which entitles him to damages, (2) He even recalls his 2002 appeal by stating that "in sense of Canonic Law ... there are clearly defined obligations for life." Without legal analysis or claim of judicial error, Herman

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(2) This court granted appellant's motion to augment the record to include a premarital "Contract" dated October 1, 1956. In that document the parties agreed only to baptize and rear their children in the Roman Catholic faith.

then concludes: "The Appellant begs the Court of Appeals to set aside the entire Order appealed from, recognize no more money are owed and order the house at 2167 Riordan Drive be transferred to him 'as his un-encumbered sole and separate property and so entered in Santa Clara County records."

In this entire brief there is not a single statement that even hints at a cognizable issue on appeal. No argument is presented relevant to the November 2007 order from which he appealed; there is only the above-quoted one-sentence request to set aside the order and give the house to him instead of Zdenka. Such relief is not the province of this court in the first instance. No basis for overturning that order (much less the previous orders he continues to find objectionable) is even offered. Although Zdenka elected not to file a responsive brief, she did move to dismiss on grounds that included frivolousness of the appeal. We denied her motion to dismiss, but we agree that the appeal is frivolous. Herman's brief falls far short of compliance with California Rules of Court, rule 8.204(a), and clearly evinces his bad faith in resisting compliance with court orders over the last eight years. "Given the past history of this matter and a review of the record before us, we can only conclude that the appeal is

totally devoid of merit and was brought merely to harass and delay.' *(In re. Marriage of Schnabel* (1994) 30 Cal.App.4th 747, 754.) "An appeal taken for an improper motive represents a time-consuming and disruptive use of the judicial process. Similarly, en appeal taken despite the fact that no reasonable attorney could have thought it meritorious ties up judicial resources and diverts attention from the already burdensome volume of work at the appellate courts. Thus an appeal should be held to be frivolous only when it is prosecuted for an improper motive -- to harass the respondent or delay the effect of an adverse judgment -- or when it indisputably has no merit -- when any reasonable attorney would agree that the appeal is totally and completely without merit. " *(In re Marriage of Flaherty* (1982) 31 Ca1.3d 637, 650.)

There can be no question that this appeal is prosecuted at least to delay the effect of the November 2007 order, if not also to harass Zdenka. It does not take an attorney of any skill to recognize that the appeal indisputably is "totally and completely without merit." Both parties are elderly. (3) It is pointless to speculate how long Herman intends to drag out these proceedings, but it is clear that without a financial penalty he will

continue to "abuse [his] right of access to judicial system." *(In re Marriage of Flaherty, supra,* 31 Cal.3d at p. 648) Accordingly, this court issued a notice pursuant to California Rules of Court, rule 8.276 c (4) that we were considering the imposition of appellate sanctions, as authorized by code of Civil Procedure section 907 and by rule 8.276(a). When it appears that an appeal is "frivolous or taken solely for delay, " Code of Civil Procedure section 907 authorizes the Court of Appeal to "add to the cost on appeal such damages as may be just" Rule 8.276(a) specifically permits the appellate court to impose sanctions on a party for [?] (1) Taking a frivolous appeal or appealing solely to cause delay; [?] (2) Including in the record any matter not reasonably material to the appeal's determination; [?] (3) Filing a frivolous motion; or [?] (4) Committing any other unreasonable violation of these rules."

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(3) Zdenka's counsel states that they are in their eighties. The parties' 1956 premarital "Contract" in Catholic church, indicates that Zdenka is now 73 and Herman is 74.

(4) All further references to rules are to the California Rules of Court.

Of the four grounds for sanctions set forth in rule 8.276(a), the first, second, and fourth clearly apply in this case. That Herman is representing himself on appeal is no excuse for abusing the legal process. *(Leslie* v. *Board of Medical Quality Assurance* (1991) 234 Cal.App.2d 117, 121; *Muller* v, *Muller* (1959) 174 Cal.App.2d 517, 519.) Consequently, in addition to recovering costs as a successful respondent, Zdenka may submit a motion in superior court to recover any attorney fees she reasonably incurred in the course of this appeal.

The only remaining question is the appropriate amount to require Herman to pay to this court for diverting its judicial resources from meritorious appeals. "[T]he appellate system and the taxpayers of this state are damaged by what amounts to a waste of this court's time and resources. [Citations.] Accordingly, an appropriate measure of sanctions should ... compensate the government for its expense in processing, reviewing and deciding a frivolous appeal" *(In re Marriage of Schnabel, supra,* 30 Cal.App.4th at p. *755.)* Where, as here, "the degree of objective frivolousness and delay is extremely high" there is clear evidence of a bad-faith motive to avoid the

effect of prior orders, and an appellant has violated basic procedural rules governing appellate briefs, "our desire to discourage like conduct in the future is very strong." (*Keitel* v. *Heubel* (2002) 103 Cal.App.4th 324, 342; see also *Pierotti* v. *Torian* (2000) 81 Cal.App.4th 17,33-34 [discussing factors affecting amount of sanctions].) Accordingly, we have determined that an appropriate amount of sanctions payable to this court is $10,000.

Disposition

The post judgment order is affirmed. Zdenka is entitled to her costs and attorney fees, if any in an amount to be determined by the superior court. In addition, Herman is ordered to pay $10,000 to the clerk of this court as a sanction for pursuing a frivolous appeal.

ELIA, J.

WE CONCURE:

RUSHING, P. J.

PREMO, J.

In re Marriage of Aster H032641

App. 15

Court of Appeal, Sixth Appellate District No. H032641
S170496

IN THE SUPREME COURT OF CALIFORNIA

En Banc

In re Marriage of ZDENKA AND HERMAN ASTER

ZDENKA ASTER, Respondent,
v.
HERMAN ASTER, Appellant

Petition for review DENIED.

GEORGE
Chief Justice

FILED
MAR 25 2009
Frederick K. Ohlrich
Clerk · Deputy

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA SIXTH APPELLATE DISTRICT

ZDENKA ASTER,
Respondent,
HERMAN ASTER,
Appellant.

Appellate No. H032641

Santa Clara County Superior Court No. 1-99-FL086124

The Honorable James W. Stewart, Jamie Jacobs-May, Paul R. Bernal, Mary Ann Grilli, Margaret Johnson, G. Randall Schneider, Derek Woodhouse, Mary E. Arand, Patricia Lucas

APPELLANT'S OPENING BRIEF

Herman Aster
2167 Riordan Drive
San Jose, CA 95130
Phone: (408) 378-1457
Appellant, pro se

Administrative pages are omitted.

OPENING BRIEF

In nature of this action is appellant's resolution to keep his home, a modest house in place of his retirement San Jose, awarded to him in Judgment of Dissolution (7) (Further Judgment, Clerk Transcript pages 1 to 6) as his sole and separate property for compensation of $233,500 repeatable challenged by

the Respondent unable to recover her perception of fair share of Judgment.

Start of respondent's actions to recover in Dissolution of Marriage is documented in Judgment (10) Bank Accounts (b) Downeys and Citibank have been previously divided between the parties. There is no instrument sanctioning such division. The conclusion has to be the Respondent stole the funds and, apprehended July 21, 1999, petitioned for Dissolution the next day.

Assets specified in haste by the Respondent as Judgment (6)(a) 401K Account with Franklin and (b) 401K Account with UBS as well as Judgment (15) 100 Gold Kruegerrands proved to be non-existent.

Judgment (17) Swiss Accounts contained only about SF1,500.

Swiss Annuities Contracts 7,262.019 and 7,299.583 specified in Judgment (9) since matured and so lost any cash value. Such eventuality was not considered.

Judgment (14) South African assets proved either non-existent or depreciated at end of Apartheid by process of Black Empowerment.

Contrary to an Order based on Judgment (11) that Securities Accounts are to be divided in kind the Respondent, in

conspiracy with the Custodian of BP/PB account of 3000 shares Bank of New York, attempted to acquire the entire account. With fraud involved, this issue as violation of Securities Law is now matter of separate case 1-08-CV102611.

Failing to succeed with court orders the Respondent proved herself as ruthless predator of her class. Contrary to reality, her spiritual home the Communist system has already fallen apart, in her true "religion" embarked on extortion. The appellant has been jailed for 20 days. (Amended Record) Taken right from the courtroom January 26, 2004, his court documents destroyed and his personal property stolen. This move, after 42 years of conventional Christian marriage underscored the true moral nature of respondent as a Communist parasite.

Failing to recover even by extortion the idea to sell the appellant's house has been born. In hearing April 5, 2004 by Honorable Margaret Johnson the Respondent secured for herself Finding and Order after Hearing (Record page 7) signed CCP635 by honorable G. Randal Schneider without any review April 19, 2004. In question was sum of $576,752.79. Else, if not paid in 30 days, the house shall be sold. Inevitably appeal H027461 followed and the date of continuation for review has been taken off calendar.

In vain were appellant's hopes this might be end of the process.

By November 14, 2007, after collecting approximately $700,000 in Securities, IRA, 401K and cash, the Respondent secured for herself Amended Order Re Issuance of Writ of Execution this time for elevated sum of $788,407.18. (Record page 19) Signed by Honorable Derek Woodhouse without any review resulted in this appeal.

The argument of Judgment (18) Premarital Contract, the respondent (here appellant) has no right to money damages for breach of, is defective. First, there is a Contract. (Copy in Amended Record) Second, between two individuals with Catholic Church acting only as witness. Third, in sense of Canonic Law, as per associated comment, there are clearly defined obligations for life. The Appellant is entitled to damages.

IN CONCLUSION

The Appellant begs the Court of Appeals to set aside the entire Order appealed from, recognize no more money are owed and order the house at 2167 Riordan Drive be transferred to him as his un-encumbered sole and separate property and so entered in Santa Clara County records.

_____

The appellant

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA SIXTH APPELLATE DISTRICT

In re Marriage of ZDENKA Dist.
and HERMAN ASTER
ZDENKA ASTER,
Respondent,
Clerk
HERMAN ASTER,
Appellant.

Court of Appeal – 6

FILED
NOV 5 – 2008
Michael J Yearly,

H032641
Santa Clara County FL086124

BY THE COURT:

Oral argument in the above entitled cause will be heard on

Tuesday, December 09, 2008, at 09:30 AM

In the Courtroom, 333 West Santa Clara Street, Suite 1060, San Jose, California.

ORAL ARGUMENT

Honorable Court of Appeal , here I, Herman Aster present Oral argument in case H032641 well aware that the court is already considering sanctions against me.

This Oral argument logically starts at last line of appealed from order: "Notice of this Amended Order to Respondent/Judgment Debtor, Herman Aster, is not required." Translated from legalese English: No notice needs to be given to

me when driven out of my home and, apparently, any objections might be regarded as frivolous.

It would be not practical to re-litigate the Superior Court case spanning over 10 years, some 150 documents filed, 25 hearings and 9 judges, three of them I newer faced in the court. To follow trail of respondent's demands as described in AOB will be more efficient. The Judgment of Dissolution and Pre-marital Contract remain as principal documents in the process.

Paragraphs of Judgment deserving attention are:

(7) The real property. The Respondent draw to this date Liens and Writs against the property totaling 2,950,830 dollars and 71 cents ignoring that the property has been awarded to me for compensatory payment of 233,500 dollars. Substantiation of the sum is shrouded.

(18) Premarital Contract. To explain the significance of the Contract, marriage has been consecrated in darkest days of Soviet Empire when family was only respite from relentless oppression of Communist regime and Christian marriage has been of supreme importance to survival. The Respondent entered the marriage fraudulently as communist sympathizer in search of material benefit. I cared for the family until sued for dissolution. However, the Contract mandating mutual care and condemning any divorce was for life and not just for 42 years.

(19) IBM stock. Represented substantial part of my retirement benefit. Declared by the Court Quasi-community property, one half has been taken away from me. No need to comment, the Respondent newer worked for IBM.

Since Opening Brief there are some new developments in the Case attributable mainly to respondent's unwillingness to observe any Stay on actions in Superior Court. Development being unfavorable to her in the matter of division of BP Prudhoe Bay securities addressed in separate case 1-08-CV-102611, where conspiracy to defraud is involved, the respondent is levying against all securities in my possession and further, the respondent proceeds in attempts sell my residence and to drive me out of my home. I beg this court to issue instant Injunction against manipulation with any property until this appellate case is adjudicated.

I beg this court, to take un-equivocal position on Judgment of Dissolution:

The Judgment is not renegotiable, all remaining in community property assets are to be divided equally and assets in or out of Judgment acquired by any party after separation declared off limit to other party. Further, appealed from Order set

aside and modest sum of one half assessed value of the house awarded to me for breach of marital contract.
Or, the Judgment is negotiable and than, premarital Contract taken into consideration, the Respondent is liable to damages not exceeding sum of drawn Writs mentioned earlier.

Just as comment: I survived, mainly thanks to wisdom of my parents, Second World War inside nazi Germany. I survived 21 years of Soviet Empire. I lived over a decade of my life in South Africa and even prospered.

Some 20 years after fall of Soviet Empire I am still struggling to recover my Czech property confiscated by communist regime. Case No. 1575/2007 is now in front of United Nations High Commissioner for Human Rights. Two more cases are likely to follow.

I am now 74 years old. If I am in this country robbed of all of my possession and driven out of my home, I will return to South Africa, an English speaking country where I have no problems. To facilitate my continuing resistance, I will keep my American citizenship, my social security and whatever is left of my annuities.

I am determined to survive.

That concludes my Oral argument.